

COPY

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6 Attorneys for Plaintiff Roller Coaster  
Films, LLC

8 UNITED STATES DISTRICT COURT

9 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

10  
11 ROLLER COASTER FILMS, LLC, a  
California limited liability company,

12 Plaintiff,

13 vs.

14 DOUGLAS BUSBY, an individual; and  
15 DAMASCUS FILMS, an unknown  
16 entity,

17 Defendants.

CV10 1508 CBM PLA

COMPLAINT FOR:

- (1) COPYRIGHT INFRINGEMENT;  
(2) UNFAIR COMPETITION  
(3) SPECIFIC RECOVERY OF  
PERSONAL PROPERTY

DEMAND FOR TRIAL BY JURY

FILED  
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CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

1 Plaintiff Roller Coaster Films, LLC ("Plaintiff" or "RCF") alleges as follows:

2 **JURISDICTION AND VENUE**

3 1. This action arises under the Copyright Act, 17 U.S.C. §§ 101 *et seq.*,  
 4 California Code of Civil Procedure § 527.6, California Business and Professions  
 5 Code §§ 17200 *et seq.*, and the common law of the State of California. Jurisdiction  
 6 is based upon 28 U.S.C. §§ 1331 and 1338 and the principles of supplemental  
 7 jurisdiction pursuant to § 1367(a).

8 2. Venue in this Judicial District is proper under 28 U.S.C. § 1391(b) in  
 9 that (1) a defendant resides in this Judicial District and all defendants reside in  
 10 California, (2) a substantial part of the events on which the claims are based  
 11 occurred in this Judicial District, and (3) a substantial part of the property that is the  
 12 subject of this action is located in this Judicial District.

13 **INTRODUCTION**

14 3. This action seeks to enjoin egregious and blatant acts of copyright  
 15 infringement. A film director, retained to help create a motion picture as a work for  
 16 hire for another, has hijacked the film and is holding it for ransom according to his  
 17 unreasonable, irrational, and unlawful whims and demands.

18 4. Plaintiff Roller Coaster Films, LLC ("RCF" or "Plaintiff") hired  
 19 Defendant Douglas Busby to co-write and direct a documentary about Congolese  
 20 warlord Laurent Nkunda (the "Film"). Pursuant to a written and executed  
 21 agreement between the parties, RCF is the sole and exclusive owner of the Film as a  
 22 work made for hire. 17 U.S.C. §§ 101, 201(b). Busby, however, has refused to turn  
 23 the Film and its underlying materials over to RCF, despite his contractual obligation  
 24 to do so, has already made copies of the Film and submitted it to various film  
 25 festivals, has created a promotional poster advertising the Film, has destroyed  
 26 RCF's film equipment, is threatening to imminently distribute and exploit the Film  
 27 nation-wide, and is demanding that the parties' written and executed contract be  
 28 thrown out and recreated, with vastly larger sums of money paid to him. Worst of

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all, Busby has threatened RCF's principals (a husband and wife) with bodily harm and has attacked and injured the husband. His threats are so severe that RCF's principals have sought and obtained a restraining order against Busby in the Los Angeles County Superior Court enjoining Busby from personally harassing them.

### THE PARTIES

5. Plaintiff RCF is a limited liability company organized and existing under the laws of the State of California, with its principal place of business located in the State of California.

6. Plaintiff is informed and believes, and based thereon alleges, that Defendant Busby is a resident of the County of Los Angeles, State of California.

7. Plaintiff is informed and believes, and based thereon alleges, that Defendant Damascus Films is a legal entity of unknown type, which, as of the date of this Complaint, is not registered to do business in California as either a corporation or a limited liability company.

8. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times each defendant was the agent, employee, representative, and/or co-conspirator of the other and in doing the acts herein alleged was acting in the course and scope of such agency, employment and co-conspiracy. Each defendant has ratified the conduct of his or its agents, employees and co-conspirators. Busby and Damascus Films are collectively referred to herein as "Defendants."

### ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

#### RCF Hires Busby to Direct the Film as a Work Made for Hire

9. In early 2008, RCF hired Busby as an independent contractor to serve as director, co-writer, and co-director of photography on the Film. RCF Member Tony Arbin served as executive producer, co-writer, and co-director of photography. From the outset of their working relationship, it was always understood and agreed that RCF would own all rights in and to the Film.

10. In March 2008, Busby and Arbin traveled to Africa for approximately

three weeks and shot much of the underlying footage for the Film. On April 20, 2008, Busby emailed Arbini a draft contract, entitled “Congo Documentary Production Contract,” to memorialize their agreement regarding the Film. The draft contract stated that “[t]he Executive Producer [Arbini] expressly reserve[s] the following rights: Ownership of the intellectual property rights” in and to the Film. In this draft agreement, Busby sought 20% of the Film’s net profits as compensation for his work in connection with the Film. This draft agreement was never executed.

11. On or about December 2, 2008, Arbini sent Busby an agreement entitled “Consultant Agreement” memorializing the parties’ agreement regarding the Film. Among other provisions, the Consultant Agreement confirms the parties’ agreement that RCF is the sole owner of all rights in and to the Film and its underlying materials. In a provision entitled “Ownership of Work Product,” the parties expressly agreed that

[RCF] shall at all times be the sole and exclusive owner of both the physical embodiment and any intangible rights in and to all edits and work product (collectively, “Work Product”) prepared by [Busby] in the performance of [Busby’s] services under this Agreement (in all cases whether preliminary or final)]. At any time during the course of this Agreement, at the conclusion of the work under this Agreement, or at the termination of this Agreement for any reason, [Busby] shall deliver any and all Work Product, to [RCF] at [RCF’s] request regardless of the form such material is in at the time requested.

12. Busby is entitled to 25% of the profits from the exploitation of the Film under the Consultant Agreement (a 5% increase from the 20% he initially sought). Busby is entitled to no other consideration under the terms of the Consulting Agreement.

13. On the same day (December 2, 2008), Busby and Arbini executed a document entitled “Transmittal/Non Disclosure,” pursuant to which RCF loaned Busby an Iomega external hard drive, serial number 62A8360F8F, for use in connection with the Film. (the “Hard Drive”). The Hard Drive contained the raw footage of the Film shot in Africa. The Transmittal/Non Disclosure provides:

The media content transferred to you is considered proprietary and of a sensitive nature. Its contents are considered as a working copy intended for your use on an at will basis. The property and the entirety of its contents are property of [RCF] and will be returned upon demand. Any modification, amendment or changes made to the content are also considered to be property of [RCF]. Upon receiving this material you agree to a Non Disclosure of its content inclusive of any future changes.... The contents and any changes to it are considered copyrighted by and for the sole privilege and use of [RCF].

14. On or about December 14, 2008, Busby confirmed his acceptance of the terms of the Consulting Agreement. The Consulting Agreement was executed by RCF and Busby on January 8, 2009.

**Despite the Parties' Agreement, Busby Begins Efforts to Control the Film and Distribute It as His Own**

15. Between August 2008 and November 2009, Busby and Arbin made four subsequent trips to Africa to shoot additional footage for the Film as well as for another RCF film project about Ugandan warlord Joseph Kony. During these trips, however, they were never able to actually meet with Kony.

16. During the first half of 2009, in between trips to Africa to film the Kony project, Busby and Arbin worked together to edit the raw footage they had compiled for the Film. By September 2009, however, their relationship began to sour as Busby grew unstable, hostile, and threatening toward Arbin. Nonetheless, Arbin continued to try to work productively with Busby in order to complete the Film.

17. In September 2009, Busby informed Arbin that, contrary to the Consulting Agreement and without Arbin's knowledge or authority, he had sent DVD copies of the (unfinished) Film to various distributors in order to seek their opinions on the Film. In addition, on September 22, 2009, Busby informed Arbin that he had submitted the Film to the Sundance Film Festival in Park City, Utah.

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**Busby Grows Irrational and Hostile and Refuses to Turn Over the Film**  
**Pursuant to the Parties' Agreement**

18. In October 2009, Busby grew increasingly irrational and antagonistic. Whenever Arbini attempted to speak to him about the Film, he would become agitated and hostile. During this time, Busby sent Arbini numerous angry emails, text messages, and phone calls.

19. On October 23, 2009, Arbini sent Busby a text message requesting that he immediately cease work on the Film since RCF had run out of funds to produce it. Busby replied in a text message that he would not stop work or turn over the Film: "Fuck you. Come on down and get it. Try and fuck with my career and hard work. ... Hide behind all your lawyers and watch me finish this film and put it out. What are you gonna do sue me? Come on over anytime you fuckin coward."

20. Further in this text conversation, Busby confirmed his intent to keep the Film and distribute it on his own, in violation of the Consultant Agreement, threatening: "I'm working on it [the Film] right now. It's going in festi[v]als and i'm getting my 25 percent back. ... [S]tay the fuck out of my way."

21. That day (October 23, 2009), Arbini sent an email to Busby requesting, pursuant to the Transmittal/Non Disclosure, to retrieve the Hard Drive and all his files for the Film. Busby refused to turn over the Hard Drive and files.

22. Around this time, Arbini became aware that Busby was abusing the prescription medication Xanax, which was contributing to Busby's irrationality and hostility. Arbini sent Busby an email raising the Xanax issue and suggesting that they mediate their disputes in order complete the Film. Busby responded with hostility and threats and asserted that he would "continue [working on the Film] till this film is finished and released. This is a damn good film and the world will see it. Period." Further in the email exchange, Busby told Arbini to "SHUT THE FUCK UP!" and made it clear that he intended to complete and distribute the Film on his own without RCF. He threatened Arbini that "[r]ight now you are definitely my

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1 enemy. ... I'm finishing this film. ... If I want your opinion I will ask for it. No  
 2 questions. ... If you bring [Xanax] up in a conversation I will walk away or use  
 3 [your] imagination o[r] any other combination of results."

4 **Busby and Arbini Return to Africa, But Busby Becomes More Violent and**  
 5 **Irrational, Attacking Arbini and Destroying RCF Property**

6 23. Some time thereafter, Busby and Arbini met to discuss their issues  
 7 regarding the Film. At this meeting, Busby admitted his Xanax abuse and stated  
 8 that he was now sober, attending Alcoholics Anonymous meetings, and seeking  
 9 therapy for addiction. Based on this meeting and the parties' mutual desire to  
 10 complete the Joseph Kony project, Busby and Arbini agreed to travel to Africa again  
 11 in the hopes of obtaining an interview with Kony.

12 24. Busby and Arbini traveled to Africa on or about November 5, 2009 to  
 13 complete the Kony project. During this trip, Busby became so unstable,  
 14 uncooperative, and violent that he was fired from the Kony project. Among other  
 15 transgressions and violent behavior on this trip, Busby purchased and abused  
 16 generic Xanax; attempted to purchase a handgun (which is illegal in Kenya);  
 17 repeatedly threatened Arbini, their guide, and their crew with violence and death;  
 18 refused to attend project meetings, including a meeting with their local contact who  
 19 was coordinating the visit and helping gain access to Kony; physically attacked  
 20 Arbini, injuring him; barricaded himself in his hotel room and set fire to RCF's  
 21 main camera, damaging it and rendering it inoperable; set fire to his hotel room; and  
 22 refused to depart when fired from the project and asked to leave. Busby had to be  
 23 subdued by hotel security, placed in a taxi, taken to the airport, and guarded until he  
 24 was placed on a flight home. As a result, on November 13, 2009, Audra Arbini sent  
 25 Busby a letter by certified mail detailing these events and confirming his termination  
 26 from the Kony project. Busby refused to acknowledge receipt of this letter.  
 27  
 28

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**Busby Makes It Clear That He Is Treating the Film as His Own and Planning to Copy and Distribute It**

25. Approximately one week later, on or about November 20, 2009, Busby tried to telephone Arbini. Arbini did not answer his calls but instead sent him an email asking him to refrain from contacting him and requesting that he return a small video camera belonging to RCF and that he provide Arbini with a copy of the Film. Busby replied that he was completing the Film without RCF's or Arbini's involvement, writing, "I'll give you a copy of the film when it's finished and we'll honor our contract. Don't contact me again. I'll contact you."

26. In early December 2009, Busby emailed and texted Arbini requesting "peace." Arbini responded with steps necessary for "peace," including Busby repaying RCF for the damage he caused to RCF's equipment; immediately returning the Hard Drive and accompanying materials, destroying any other copies of the Film or hard drives containing the Film and materials, and turning over all his records, notes, and emails regarding the Film; and apologizing for his behavior in Africa. Arbini advised Busby to "not make any more business contacts, decisions, edits or changes regarding [the Film] without my prior written approval including festival showings- If distributors or other interested parties contact you about [the Film] please explain that you are the minority partner in the [F]ilm and you have no authority to make business decisions and refer them to me directly."

27. Busby responded with an insulting and dismissive email, requesting immediate payment in contravention of the Consulting Agreement and promising that he would "move ahead on all fronts to show this fine film and to recoup [his] investment of time and expertise."

28. On January 9, 2010, Arbini sent Busby another email outlining RCF's requests—that Busby return the Hard Drive and all Film materials and cease engaging in efforts to distribute the Film or show it at festivals. Once again, he invited Busby to identify a neutral third party to help resolve their disputes, but



1 Busby refused to suggest one. On January 14, 2010, Busby sent Arbini a text  
 2 message saying "Just about finished. It's a great film. Unbelievable support. I'll  
 3 get your money back. And yes you'll be involved."

4 **Busby's Latest Threats and Unstable Behavior**

5 29. On January 27, 2010, Arbini was contacted by a distribution company  
 6 requesting a copy of the Film. Since he did not have a copy of the Film (because  
 7 Busby refused to turn any over), Arbini contacted Busby to again request a copy.  
 8 Busby replied via email requesting either an entirely new contract, or up to  
 9 \$150,000 in cash, in order to move forward.

10 30. On February 11, 2010, Busby informed Arbini that the Film was  
 11 completed, that he had taken on partners in the film (without RCF's knowledge or  
 12 authority), that the Film had been shown in various film festivals, that a promotional  
 13 poster for the Film was complete, and that he had ordered DVD prints of the Film  
 14 and expected to receive them soon. He also told Arbini that he had proposed "new  
 15 terms" for his engagement on the Film.

16 31. Later that day (February 11), Busby called Arbini again. On this call,  
 17 Busby was rambling and delusional, and his statements made Arbini fear for his  
 18 safety and that of his family. Busby claimed to Arbini that, for the past year,  
 19 including during their last trip to Africa, Busby had been working as an agent for the  
 20 United States government. He claimed that he was ordered by the government to do  
 21 the acts he committed during the trip to Africa, including "faking" a Xanax  
 22 overdose. He claimed that he was ordered to stop filming on the Kony project, to  
 23 burn the cameras and tapes, and to "stop the mission at all costs." He warned  
 24 Arbini, as an "agent of the government," to not discuss any details of the Kony  
 25 project, the Film, or their trips to Africa with anyone, as they were "matters of  
 26 national security." Arbini asked Busby which branch or department of the  
 27 government he was working for, and Busby replied that it was "classified." He  
 28 stated that Arbini and his family were being monitored at all times, as were all

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1 Arbini's communications. He also stated that Arbini was "ordered" to never contact  
2 their host and guide in Kenya again. This conversation understandably made Arbini  
3 fearful for his and his family's safety.

4 32. At the end of this conversation, Busby offered to send Arbini a copy of  
5 the completed Film, along with his new proposed contract terms. Busby claimed  
6 that he could not discuss many things with Arbini because they were "confidential"  
7 and that he would not disclose these things unless and until RCF signed a new  
8 agreement with him regarding the Film.

9 33. The next day, February 12, 2010, Busby emailed Arbini his proposed  
10 new terms for a new agreement regarding the Film. His cover email to Arbini  
11 warned that "[t]his is between you and I but the army that stands behind me is  
12 endless." Busby's proposed new terms included a \$30,000 payment and 40% of the  
13 Film's gross profits. The proposal concluded with the statement "March you do not  
14 want to miss." This statement can only mean that Busby intends to distribute or  
15 otherwise exploit the Film in March 2010 by attempting to license or otherwise  
16 transfer it to distributors and exhibit it in festivals, and that RCF must accede to his  
17 new terms if it hopes to share in this exploitation of RCF's work. This is a clear  
18 indication of Busby's cavalier disregard for the Consulting Agreement and for  
19 RCF's copyright in the Film.

20 34. On February 14, 2010, Busby delivered a copy of the Film and a  
21 promotional poster for the Film to the guard at the front gate of the Arbinis' housing  
22 development in Valencia, California. Shocked that Busby had come to their home,  
23 and fearful for their safety, the Arbini's were forced to spend that night in a hotel.

24 35. On February 16, 2010, Busby emailed Arbini a link to a film festival  
25 that the Film has been entered in. He also wrote that he had received the DVD  
26 prints of the Film.

27 36. On February 24, 2010, Busby emailed Arbini again, writing "Our film  
28 is now surround sound. Finished and paid for it today. I'm takin in ALL THE

1 WAY Tony. Better get on the train. Lot's [sic] goin on." Busby's unauthorized  
2 distribution of the Film is clearly imminent.

3 **The Arbinis Seek a Harassment Injunction Against Busby in Los Angeles**

4 **County Superior Court**

5 37. Based on Busby's threats to the Arbinis family, they sought an  
6 injunction in Los Angeles Superior Court on February 24, 2010 enjoining Busby  
7 from harassing them and commanding him to stay 100 yards away from them at all  
8 times. The Court denied the TRO application but set a hearing on a permanent  
9 injunction for March 26, 2010.

10 **FIRST CAUSE OF ACTION**

11 (Copyright Infringement)

12 38. Plaintiff realleges and incorporates herein by reference the allegations  
13 contained in paragraphs 1-37 of this Complaint as though fully set forth herein.

14 39. Pursuant to the terms of Consulting Agreement, Plaintiff is the sole  
15 author and copyright owner of the Film as a "work made for hire." 17 U.S.C. §§  
16 101 and 201(b). Plaintiff filed a registration for copyright in the Film with the  
17 United States Copyright Office on February 23, 2010.

18 40. Defendants are copying, distributing, exploiting, and attempting to  
19 copy, distribute, and exploit Plaintiff's copyrighted work without Plaintiff's consent  
20 or authorization. Defendants' actions as alleged herein infringe and will continue to  
21 infringe Plaintiff's copyright in the Film.

22 41. As a result of Defendants' copyright infringement as alleged above,  
23 Plaintiff has suffered and will continue to suffer injury and damage in an amount to  
24 be determined at trial. Further, Plaintiff is informed and believes, and based thereon  
25 allege, that Defendants have received or will receive profits, gains, or other benefits  
26 from their infringing activities, all of which should be disgorged to Plaintiff.  
27 Alternatively, Plaintiff reserves the right to seek statutory damages for Defendants'  
28 intentional infringement of its copyrighted work.

42. Defendants' copyright infringement has caused and will continue to cause irreparable harm to Plaintiff which cannot be fully compensated by monetary damages. Plaintiff has no adequate remedy at law. Plaintiff is therefore entitled to preliminary and permanent injunctive relief preventing Defendants from continuing to infringe Plaintiff's copyrighted work.

## **SECOND CAUSE OF ACTION**

(Unfair Competition and Unfair Business Practices)

43. Plaintiff realleges and incorporates herein by reference the allegations contained in paragraphs 1-42 of this Complaint as though fully set forth herein.

44. Defendants have committed unlawful, unfair, and deceptive acts, and have engaged in unfair competition and unfair business practices, in violation of California Business and Professions Code §§ 17200 *et seq.* Plaintiff is informed and believes, and based thereon alleges, that Defendants, in doing the things herein alleged, have misled or substantially confused the public that they are the owners of the copyright in the Film.

45. Unless and until enjoined and restrained by Order of this Court, Defendants' continued actions will cause Plaintiff irreparable injury which cannot adequately be compensated by money damages. By reason of the foregoing, Plaintiff is entitled to a temporary restraining order and preliminary and permanent injunction prohibiting Defendants from distributing or exploiting the Film.

## **THIRD CAUSE OF ACTION**

(Specific Recovery of Personal Property)

46. Plaintiff realleges and incorporates herein by reference the allegations contained in paragraphs 1-45 of this Complaint as though fully set forth herein.

47. Plaintiff is the owner of certain personal property that Defendants obtained through transmittal from Plaintiff. Plaintiff has a right to possess such property.

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COMPLAINT

**AS TO THE SECOND CAUSE OF ACTION**

5. For a temporary restraining order and preliminary and permanent injunction prohibiting Defendants and all those working for or in conjunction with each of them from directly or indirectly causing or permitting the public display, dissemination, distribution, exploitation, or sale of the Film; and

6. For an award of Defendants' ill-gotten profits, gains, or other benefits from their distribution and/or exploitation of the Film.

**AS TO THE THIRD CAUSE OF ACTION**

7. For the permanent return to Plaintiff of its personal property presently under the custody and control of Defendants, including but not limited to the Film, any and all versions of the Film, any and all footage shot in connection with the Film, and the Hard Drive.

DATED: March 1, 2010

KINSELLA WEITZMAN ISER KUMP &  
ALDISERT LLP

By: 

Lawrence Y. Iser  
Attorneys for Plaintiff Roller Coaster  
Films, LLC

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**DEMAND FOR TRIAL BY JURY**

Plaintiff hereby demands a trial by jury on all causes of action triable by jury.

DATED: March 1, 2010

KINSELLA WEITZMAN ISER KUMP &  
ALDISERT LLP

By: 

Lawrence Y. Iser  
Attorneys for Plaintiff Roller Coaster  
Films, LLC

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge Consuelo B. Marshall and the assigned discovery Magistrate Judge is Paul Abrams.

The case number on all documents filed with the Court should read as follows:

**CV10- 1508 CBM (PLA~~x~~)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

===== :  
**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

☒ **Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

☐ **Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

☐ **Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

ORIGINAL

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

ROLLER COASTER FILMS, LLC, a California limited  
liability company,

PLAINTIFF(S)

v.

DOUGLAS BUSBY, an individual; and DAMASCUS  
FILMS, an unknown entity;

DEFENDANT(S).

CASE NUMBER

CV 10-01508 DSF (PLAx)

SUMMONS

TO: DEFENDANT(S): DOUGLAS BUSBY, an individual; and  
DAMASCUS FILMS, an unknown entity

A lawsuit has been filed against you.

Within 24 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Lawrence Y. Iser and Chad R. Fitzgerald, whose address is 808 Wilshire Blvd., Third Floor, Santa Monica, California 90401. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: 03-02-2010

By:   
Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA**  
**CIVIL COVER SHEET**

**I (a) PLAINTIFFS** (Check box if you are representing yourself ☐)

Roller Coaster Films, LLC

**DEFENDANTS**

Douglas Busby; Damascus Films

**(b) Attorneys** (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)

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 Kinsella Weitzman Iser Kump & Aldisert  
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 Santa Monica, CA 90401  
 310-566-9800

**Attorneys (If Known)**

Unknown

**II. BASIS OF JURISDICTION** (Place an X in one box only.)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)  
☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only**  
(Place an X in one box for plaintiff and one for defendant.)

- |   |                            |                            |   |                            |                            |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
|   | <b>PTF</b>                 | <b>DEF</b>                 |   | <b>PTF</b>                 | <b>DEF</b>                 |
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. ORIGIN** (Place an X in one box only.)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

**V. REQUESTED IN COMPLAINT: JURY DEMAND:** ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)**CLASS ACTION under F.R.C.P. 23:** ☐ Yes ☒ No☐ **MONEY DEMANDED IN COMPLAINT: \$** \_\_\_\_\_**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Copyright Infringement (17 U.S.C. §§ 101 et seq.)

**VII. NATURE OF SUIT** (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS PERSONAL INJURY	TORTS PERSONAL PROPERTY	PRISONER PETITIONS	LABOR
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 530 General Habeas Corpus	<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<b>BANKRUPTCY</b>	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<b>FORFEITURE/PENALTY</b>	<b>PROPERTY RIGHTS</b>
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<b>CIVIL RIGHTS</b>	<input type="checkbox"/> 610 Agriculture	<input checked="" type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 630 Liquor Laws	<b>SOCIAL SECURITY</b>
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 891 Agricultural Act	<b>REAL PROPERTY</b>	<b>IMMIGRATION</b>	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 660 Occupational Safety/Health	<input type="checkbox"/> 863 DIWC/DIWW (405(g))
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 463 Habeas Corpus-Alien Detainee	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 465 Other Immigration Actions			<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 240 Torts to Land				<b>FEDERAL TAX SUITS</b>
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 245 Tort Product Liability				<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 290 All Other Real Property				<input type="checkbox"/> 871 IRS - Third Party 26 USC 7609

**FOR OFFICE USE ONLY:** Case Number: \_\_\_\_\_

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT CALIFORNIA**  
**CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): \_\_\_\_\_

**Civil cases are deemed related if a previously filed case and the present case:**

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or  
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or  
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.

☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.

☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.

**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

**Note:** In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): \_\_\_\_\_ Date March 1, 2010

Lawrence Y. Iser

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))